

**AGREEMENT**

between

THE LINDEN FREE PUBLIC LIBRARY BOARD OF TRUSTEES  
CITY OF LINDEN, NEW JERSEY 07036

and

LOCAL UNION NO. 469  
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2009 through December 31, 2013

## INDEX

	<u>PAGE</u>
ARTICLE 1: Recognition Unit	1
ARTICLE 2: Scope of Bargaining	1
ARTICLE 3: Responsibility of Parties	2
ARTICLE 4: Job Classification Sheets	2
ARTICLE 5: Work Assignments	2
ARTICLE 6: Probationary Period	2
ARTICLE 7: Dues Check-off	3
ARTICLE 8: Rates of Pay	3
ARTICLE 9: Hours of Work	3
ARTICLE 10: Certification of Hours Worked and Reporting Late	5
ARTICLE 11: Premium Pay	5
ARTICLE 12: Holidays	6
ARTICLE 13: Personal Days	7
ARTICLE 14: Vacations	8
ARTICLE 15: Funeral Leave	9
ARTICLE 16: Jury Duty	10
ARTICLE 17: Military Leave	10
ARTICLE 18: Sick Leave	10
ARTICLE 19: Leave of Absence	12
ARTICLE 20: Health Care Insurance Program	12
ARTICLE 21: Group Insurance and Pension	12
ARTICLE 22: Seniority	12

ARTICLE 23:	Notification to the Union	14
ARTICLE 24:	Promotions, Demotions, and Transfers	14
ARTICLE 25:	Layoff and Recall	14
ARTICLE 26:	Discharge and Discipline	15
ARTICLE 27:	Separation of Employment	15
ARTICLE 28:	Picket Lines	15
ARTICLE 29:	Safety and Protective Clothing	15
ARTICLE 30:	Grievance and Arbitration Procedure	16
ARTICLE 31:	Shop Steward	18
ARTICLE 32:	Visiting Rights	19
ARTICLE 33:	Bulletin Boards	19
ARTICLE 34:	Non-Discrimination	19
ARTICLE 35:	Management Rights	19
ARTICLE 36:	Compensation Claims	20
ARTICLE 37:	Separability	20
ARTICLE 38:	Maintenance of Standards	20
ARTICLE 39:	Fully Bargained Provisions	21
ARTICLE 40:	Miscellaneous	21
ARTICLE 41:	Wages	21
ARTICLE 42:	Terms of Agreement	23

## **AGREEMENT**

AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the LINDEN LIBRARY BOARD OF TRUSTEES, hereinafter referred to as the "BOARD" and Local 469, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION".

The term "EMPLOYEE" used in this Agreement means only employees covered by this Agreement by the terms hereof:

The effective date of this Agreement is January 1, 2009.

### **WITNESSETH**

**WHEREAS**, the parties hereto have resolved their differences as raised in these negotiations.

The **BOARD** and the **UNION** agree as follows:

### **ARTICLE 1: Recognition Unit**

The LINDEN LIBRARY BOARD OF TRUSTEES, recognizes LOCAL 469, as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment & represent the complete & final understanding on all bargainable issue between the City and Local 469.

The Director of the Library is authorized to act as the agent for the BOARD.

### **ARTICLE 2: Scope of Bargaining**

This Agreement covers persons employed by the LINDEN LIBRARY BOARD OF TRUSTEES in the following classifications: Senior Library Assistant, Senior Library Assistant/Typing, Library Assistant, Library Assistant/Typing, Library Clerk Driver/Typing, Agency Aide, Library Exhibit Artist, Buildings Maintenance Worker, but excluding managerial executives, professional employees, supervisors, within the meaning of the Act craft employees and policemen.

The BOARD agrees that it will not contract out or assign substitutes to any work if such work can be done by the employees in the bargaining unit within the time such work is required to be completed.

### **ARTICLE 3: Responsibility of Parities to this Agreement**

A. The Union agrees that neither the Union nor any person acting on its behalf will cause, authorize, engage in sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down sick out, walk out, or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the Board in any form.

B. Nothing contained in this Agreement shall be constructed to eliminate or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

C. The Board and the Union may modify this Agreement during its term, provided any modifications agreed to are put in writing and are signed by both parties.

### **ARTICLE 4: Job Classification Sheets**

A. The BOARD will prepare and make available to the UNION, JOB CLASSIFICATION SHEETS defining the principal functions of each job classification coming under this Agreement.

B. Before putting a new classification into effect, the Employer shall give the UNION a job classification sheet for discussion and for the purpose of negotiation a rate. The UNION may recommend changes in the classification sheet.

### **ARTICLE 5: Work Assignments**

A. The BOARD agrees to respect the jurisdictional rules of the UNION and shall not direct or require their employees or persons other than the employees in the bargaining unit(s) here involved, to perform work which is recognized as the work of the employees in said unit(s).

B. The BOARD agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification, except for periods of short duration.

C. Supervisory personnel will not perform work of employees covered by this Agreement, except in cases of emergency or when manpower is not available.

D. Part-time employees may be used in assisting in emergencies if needed, pursuant to the approval of the Director.

### **ARTICLE 6: Probationary Period**

All newly hired permanent employees shall serve a probationary period of ninety (90) calendar days. During this probationary period the BOARD reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

#### **ARTICLE 7: Dues Check-Off**

- A. The BOARD agrees that it will deduct the Union dues from the pay of each employee each month and transmit the same with a list of such employees to the Secretary-Treasurer of Local 469, within the month after the dues are deducted.
- B. The UNION agrees to furnish written authorization in accordance with the law, from each employee authorizing these deductions.
- C. The UNION agrees to indemnify and hold the BOARD harmless from and against any and all claims arising under this provision.
- D. The UNION will furnish the BOARD a written statement of the dues to be deducted.
- E. The BOARD agrees to deduct eighty five per cent (85%) of established Union membership dues from all non-union member employees as provided by State statute, and shall transmit said monies to the UNION in accordance with Paragraph A hereinabove.
- F. The BOARD agrees to deduct voluntary contributions to DRIVE at the individual employee's written request.

#### **ARTICLE 8: Rates of Pay**

- A. Each employee shall be paid not less than the rate of pay for his classification for all time spent in the service of the BOARD in accordance with the table of job classification and rates of pay in Article 41 - Wages.
- B. The BOARD agrees to pay wages earned on a bi-weekly basis, twenty six (26) times per year. Payment shall include wages for overtime hours.

Employees shall be paid by check every other Friday.

Employees shall be paid during working hours. When pay falls on a Holiday or an employee's day off, then the preceding day shall be pay day.

- C. When an employee covered by this agreement is left in charge of the Library, the employee will receive a 15% differential above the maximum rate of pay for their particular title.

#### **ARTICLE 9: Hours of Work**

- A. Work for each employee shall be scheduled for seven (7) work hours, five (5) days per week from Monday through Saturday, thirty-five (35) hours per week.
- B. The hours of work for all employees will be one or more of the following work shifts:

9:00 A.M. to 5:00 P.M.  
10:00 A.M. to 6:00 P.M.  
11:00 A.M. to 7:00 P.M.  
12:00 NOON to 8:00 P.M.  
1:00 P.M. to 9:00 P.M.

In addition to the foregoing, Building Maintenance Workers will be required to work the 8:30 A.M. to 4:30 P.M. work shift.

C. Any employee may be designated to lock library doors at closing time when a Building Maintenance Worker is not available.

D. There will be no split day shifts, i.e., the hours will be consecutive in any given day.

E. The BOARD shall allow an unpaid one (1) hour lunch period each day.

F. Schedules of work for individual employees shall be posted for three (3) weeks in advance of the effective date. Seasonal schedules will be posted two (2) times per calendar year. It is recognized, however that the schedule does not preclude temporary changes due to absences, promotions, vacations, or terminations.

G. Employees may request to exchange work schedules provided a forty-eight (48) hour notice is given. Confirmation of approval or denial shall be within twenty-four (24) hours of such request.

H. The BOARD shall allow a paid one half ( $\frac{1}{2}$ ) hour lunch period whenever an employee is required to work in excess of nine (9) hours or more and additional paid one half ( $\frac{1}{2}$ ) hour lunch periods for each subsequent four (4) hours of work.

I. The BOARD shall also allow a paid ten (10) minute break once during each work period.

J. Employees will not be required to work either the 12:00 NOON to 8:00 P.M. or the 1:00 P.M. to 9:00 P.M. shift or any combination of two, more than two (2) work nights per week except in a manpower emergency. This paragraph shall be subject to Paragraph F of this Article. Employees who wish to volunteer to work more than two (2) nights per week can do so.

For the purpose of this paragraph, a manpower emergency shall be defined as any vacancy to the minimum table of organization caused by sickness or injury. A single manpower emergency shall not exceed six (6) consecutive work days.

K. The BOARD shall guarantee an employee a minimum of two (2) hours work, at the applicable premium rate of pay in addition to his regular days pay, if he is required to return to work after quitting time, and similarly one (1) hour work at the applicable premium rate of pay if required to report to work prior to starting time.

L. At the employee's option, compensatory time off equal to one and one half (1½) times the amount of overtime worked may be taken in lieu of overtime pay.

M. Compensatory time off must be utilized within one hundred twenty (120) calendar days of the dates earned and taken in a minimum of one (1) hour periods, or in less than one (1) hours if total earned compensatory time off is less.

N. Compensatory time off shall not be granted to non-working employees when working employees are paid as a result of an emergency closing of Library facilities.

O. The BOARD shall keep a record available for inspection which shows hours worked and the balance of available paid days such as sick leave, personal days, etc.

#### **ARTICLE 10: Certification of Hours Worked and Reporting Late**

A. All employees will be required to punch a time card in designated time clocks at the beginning and end of daily work periods and at the beginning and end of any time off the job during working hours.

B. Employees reporting to work more than eight (8) minutes beyond their scheduled starting time will be penalized as follows:

1. Eight (8) to fifteen (15) minutes = one - quarter (¼) hours of base pay.
2. From sixteen (16) minutes to thirty (30) minutes = ½ hour of base pay. Holidays will not be included in the 35 hours for the purposes of overtime pay.
3. From thirty-one (31) minutes to one (1) hour = one (1) hour of base pay.
4. From sixty-one (61) minutes to ninety (90) minutes = one and one-half (1½) hours of base pay.
5. From ninety one (91) minutes to one hundred twenty (120) minutes = two (2) hours of base pay.

C. Employees reporting to work more than two (2) hours beyond the scheduled starting time without prior permission of the BOARD, may be denied employment and pay for the entire scheduled period of work that day.

D. Employees who are habitually tardy, will be subject to disciplinary action by the BOARD.

#### **ARTICLE 11: Premium Pay**

A. One and one half (1½) times the straight time rate of pay shall be paid for all work:



1. Performed prior to the scheduled starting time.
  2. Performed in excess of seven (7) hours in any calendar day and thirty-five (35) hours in any week. Holidays will not be included in the thirty-five (35) hours for the purpose of overtime pay.
  3. Performed after scheduled quitting time.
  4. One and one-half (1½) the straight time hourly rate of pay shall be paid for work performed on a Holiday in addition to Holiday Pay.
- B. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on a Sunday.
- C. Additional work which has not been scheduled for regular part-time employees on Saturdays, Sundays, and Holidays shall first be offered to full-time employees of the same classification at premium pay. In the event no full-time employee of the same classification is available, the work can be offered to a regular part-time employee at regular rates of pay.
- D. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.
- E. There shall be no pyramiding of overtime pay.
- F. All earned overtime pay will be paid in the following pay period.

#### **ARTICLE 12: Holidays**

Each of the following Holidays are recognized by the BOARD and shall be paid as seven (7) hours at the straight time hourly rate without performing work:

- A.
1. New Year's Day
  2. Washington's Birthday
  3. Lincoln's Birthday
  4. Good Friday
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Columbus Day
  9. Veterans Day
  10. Thanksgiving Day
  11. General Election Day
  12. Christmas Day

- 13. Floating Holiday
- 14. Martin Luther King Day

To be eligible for paid holidays, employees shall work their entire last scheduled work day immediately preceding and their entire first scheduled work day immediately following the holiday. Employees absent because of personal illness shall be paid for the holiday provided a doctor's certification is presented.

B. In the event a paid Holiday falls on Saturday no employee will be scheduled to work on that particular Saturday. Said Holiday will be celebrated on the preceding Friday and all employees will be granted the day off with pay.

If the BOARD schedules the Library to be open on a Saturday holiday, employees volunteering to work on that day will be paid at one and one half (1½) times their regular hourly rate of pay.

C. If a paid holiday falls on Sunday said holiday will be celebrated on Monday, the following day, and all employees will be granted the day off with pay.

D. Each employee after ninety (90) days of credited service shall be granted one (1) paid day of each year, namely a Floating Holiday which may be taken on a minimum of two (2) working days notice, subject to the BOARD's final approval. The Floating Holiday must be scheduled prior to October 1, and taken by December 31, of each year unless prevented by illness or injury.

E. In the event a paid holiday is celebrated on an employee's scheduled day of rest, the employee will be given off with pay a scheduled work day in that same work week mutually agreeable to the employee and the BOARD.

F. No employee will receive premium pay for working a regularly scheduled day of work in any work week.

G. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to holiday pay only if the paid holiday is celebrated on a scheduled day of work.

H. When a paid holiday occurs or is celebrated on a Monday, employees shall be assigned to work the previous Saturday on a rotating basis to the best of the BOARD's ability.

### **ARTICLE 13 : Personal Days**

A. Each employee shall be granted three (3) personal days off with pay during each calendar year.

B. Two (2) personal days must be taken and the third (3rd) requested no later than October 1 of each calendar year. All personal days must be requested of the BOARD a minimum of two (2)

working days in advance.

C. Approval or denial of requests made for personal days off will be announced within one (1) working day after the request is made.

D. New full-time employees will be entitled to one (1) personal day for each four (4) months of credited service of their first full year of employment.

E. Upon completion of one (1) full year of credited service an employee will be eligible for the remaining number of personal days off of entitlement in the then calendar year.

F. In the event an employee dies, is terminated, or gives notice of termination, personal days off will be paid on a pro rata basis.

G. A personal day off may be taken in either three (3) hour periods, four (4) hour periods or in full days only.

H. Part-time employees will not be entitled to personal days off.

#### **ARTICLE 14: Vacations**

A. Vacation entitlement with pay shall be based upon the following schedule:

<b><u>PERIOD OF EMPLOYMENT</u></b>	<b><u>VACATION</u></b>
0-1 year service	1 day for each month
2 years through 5 years	Three weeks
6 years through 20 years	Four weeks
21 years through 25 years	Five weeks
26 years and over	Six weeks

B. The vacation year shall begin January 1<sup>st</sup> and end December 31<sup>st</sup> of the same year.

C. All vacations shall be taken during the current year and vacation time shall not be permitted to be accrued. Any unused vacation may be carried into the succeeding year only upon a written request prior to year end, and with the approval of the Director and the Board.

D. Any employee who voluntarily leaves, retires, or is laid-off during any year shall be entitled to pro-rated vacation benefits for that year. The vacation benefits shall be utilized in that year and no cash payment will be made.

E. Request for leave of absence to permit an extension of a vacation period shall be granted without pay, provided all vacation time, floating holiday, and personal days have been used and library operations permit.

F. If a paid holiday or non-contractual closing to observe a holiday falls during an employee's vacation period, either the work day or half work day, the Local 469 employee may use the fifth day of their five day vacation as a vacation day at another time during the calendar year.

G. Vacation requests must be submitted no later than MARCH 1<sup>st</sup> and scheduled by the BOARD no later than March 22<sup>nd</sup> of each calendar year. Vacation requests not received by March 1<sup>st</sup> will automatically be scheduled by the BOARD no later than March 22<sup>nd</sup> of the current year.

H. Senior employees shall be given preference in the selection of vacation period, within their particular classification.

I. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

J. Friday shall be the last working day prior to any employee's vacation period, which shall begin the following Monday.

K. Employees eligible for four (4) or more weeks of vacation may, upon five (5) days prior notice and subsequent BOARD approval, be granted five (5) vacation days in periods of one (1) or more days.

Three of said vacation days must be used and the other two vacation days scheduled by October 1.

The BOARD will schedule any vacation time due an employee who fails to comply with the time requirements of this paragraph.

L. Vacation may be scheduled or exchanged with another employee of the same job classification provided the change does not affect the operation of the Library system.

M. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to pro rated vacation based on their average weekly scheduled hours of work.

N. Vacations may be rescheduled upon the written request of the employee including requests for full week vacations beginning other than the first day of the work week. Requests for rescheduling shall be approved provided the new vacation period does not affect the operation of the Library.

#### **ARTICLE 15: Funeral Leave**

A. In the event of a death in an employee's immediate family namely: spouse, children, brothers, sisters, or parents of the employee or any relative living under the same roof, such employee shall be paid in full for work time lost not to exceed four (4) days.

B. One (1) day off with pay for work time lost, the day of the funeral, shall be granted an

employee in the event of death of an employee's parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt or uncle, niece, or nephew, the employee shall be paid for and receive one (1) day off on the day of the funeral.

C. The BOARD may require an employee to produce evidence of death and the relationship of the deceased to obtain Funeral Leave benefits.

D. Funeral leave shall end the day after the funeral in the case of a member of the immediate family. An extension of funeral leave may be requested of the Library Director or the Library Director's designee, either verbally or in writing. Requests for an extension of funeral leave will be answered within a twenty-four (24) hour period that contains a scheduled work day.

#### **ARTICLE 16: Jury Duty**

A. An employee called for Jury Duty will be excused from work for the time period actually in attendance in court and will be paid the difference between Jury Duty fees received and regular daily earnings for said time period attending court.

B. If an employee is not required to report to or serve the court on any particular day during a tour of Jury Duty, said employee shall report to his or her regular assigned job.

C. An employee will be required to provide the BOARD with the Court's attendance report in order to receive Jury Duty benefits.

D. In the event an employee is unable to report to Jury Duty because of illness or accident, the employee's absence must be reported to the BOARD on the date it occurs, or said employee may be subject to denial of earned sick leave benefits.

#### **ARTICLE 17: Military Leave**

Employees enlisting or entering the MILITARY or NAVAL Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA-ANNUAL ACTIVE DUTY TRAINING will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

#### **ARTICLE 18 : Sick Leave**

A. New employees will earn one (1) day of sick leave for each month of credited service through the end of the first calendar year of employment, but in no event will be granted sick leave pay until the completion of ninety (90) day probationary period.

B. Thereafter each employee shall be entitled to fifteen (15) paid sick leave days as at the

beginning of each calendar year.

- C. Unused sick leave days shall be cumulative according to New Jersey Dept of Personnel.
- D. Requests by employees for unpaid sick leave will be given consideration by the BOARD, provided all earned sick leave, vacation time and personal days have been exhausted.
- E. A doctor's certificate may be required to substantiate illnesses for six (6) consecutive days duration or after six (6) days absence cumulative in a calendar year for which absences a doctor's certificate was not required.

When a doctor's certificate is required, sick leave shall not be paid until the certificate is submitted to the BOARD.

Employees shall not be paid until a signed "Application for Leave" form has been submitted within forty-eight (48) hours after returning from sick leave. This shall also apply to other paid leave.

- F. In the event of illness or accident, employees shall call out sick a minimum of one (1) hour in advance of their scheduled starting time or be subject to forfeiture of sick leave pay.

- G. Any employee out on sick leave for more than three (3) consecutive scheduled work days shall call in to advise the BOARD of the prognosis of the illness or injury, and the expected date of return to employment.

- H. Sick leave may be granted in minimum periods of one-half (1/2) hours for any medical or dental appointment, provided the BOARD is given forty-eight (48) hours notice in advance. Abuse of minimal hours sick leave will require evidence of need.

- I. Upon retirement or death while still employed, an employee, his or her heirs or estate, shall receive one (1) day of base annual pay for each three (3) days of unused accumulated sick leave. Unused sick leave payments will be made in one lump sum, but in no event exceed an amount equal to nineteen-thousand dollars (\$19,000.00) or that is permitted by law.

- J. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to paid sick leave on the basis of their average weekly scheduled hours of work.

- K. An employee absent because of illness either the scheduled workday before and/or after vacation period shall present a doctor's certificate to the BOARD substantiating such illness. An employee who is ill for five (5) days or more during a scheduled vacation period can request that vacations be rescheduled for a period of time equal to the number of days of illness. In such cases, a doctor's certificate substantiating the illness must be presented.

#### **ARTICLE 19: Leave of Absence**

A. Any recognized official of the UNION shall be granted a leave of absence without pay for the purpose of attending to Union business off the job, provided such absence does not affect the operation of the Library. The UNION shall give at least twenty-four (24) hours notice of such requests for leave.

B. Upon request, an employee shall be granted a maternity leave without pay for a period not to exceed six (6) months.

#### **ARTICLE 20: Health Care Insurance Program**

A. The BOARD shall provide each employee covered by this Agreement prior to March 1, 2005 with full Hospital Medical Surgical and Major Medical coverage, a family Dental Plan and Vision and Prescription Plan as provided to all other city employees. Notwithstanding any change in the City medical coverage, Susan Schmidt will be grandfathered with medical coverage as offered to all other employees under this contract, as long as she is maintained as a 20 hour a week employee. The City of Linden will cover the costs of this insurance to the extent allowable by law.

B. Effective January 1, 2005, all new employees hired after March 1, 2005, shall enroll in the Managed Health as implemented by the City of Linden. The City of Linden will cover the costs of this insurance to the extent allowable by law.

C. Effective January 1, 2005, prescription drug co-pays shall be \$10.00 for generic drugs and \$20.00 for brand name drugs.

D. All employees will receive Temporary Disability Benefits coverage under the State Division of Unemployment and Disability Insurance program.

E. It will be mandatory for all employees to participate in the payment of premiums to said Temporary Disability Insurance to the extent dictated solely by the New Jersey State Division of unemployment and disability.

#### **ARTICLE 21: Group Insurance and Pension**

Each permanent employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System. Permanent part-time employees scheduled to work an average of less than twenty (20) hours per week shall be entitled to participate in the Public Employee Retirement Plan as prescribed by New Jersey State Statutes.

#### **ARTICLE 22: Seniority**

A. Seniority for the purpose of this Agreement is defined as follows:

1. Seniority is the employee's total employment service as determined by his initial date

of hire by the BOARD.

2. Classification seniority is the employee's employment service within a particular classification. Classification seniority is determined by the date the employee is permanently assigned the classification through an official action taken by the members of the Linden Library Board of Trustees.

3. Employees shall have preference to employment recall from lay-off, transfer, promotions and vacation selection in accordance with their applicable seniority entitlement.

4. Seniority will not apply to work assignments, in the same job classification, whether it be in the same or another Library facility. Employee requests for assignment to a particular Library facility will be given consideration by the Director.

B. To determine the total years of Library credited service to a permanent part-time employee given full-time job status, the total number of continuous scheduled part-time work hours only shall be divided by one thousand eight hundred twenty (1,820).

C. An employee shall lose all seniority rights for the following reasons:

1. Resignation

2. Failure to report to work no later than five (5) working days after any authorized leave of absence expires.

3. Failure to notify the BOARD as to her or his intention to return to work within twenty-four (24) hours after receipt of recall notice, or failure to report to work within fourteen (14) calendar days by the date stated on recall notice, whichever is greater.

4. Failure to be called back to work from lay off for a period equal to the employee's total employment service but no more than twelve (12) months.

5. Failure to give thirty (30) days notice to the BOARD of an employee's intention to return to work after the date of discharge from military service.

6. Discharge for just cause.

7. For periods of suspension from work for disciplinary reasons that have not been reversed through grievance procedure, arbitration or appeal to the New Jersey Department of Personnel.

D. Overtime will be handled strictly in accordance with the seniority provisions of this Agreement. Overtime will be offered to those eligible employees with the most seniority, and forced overtime will start with those eligible employees with the least seniority. Part time employees accrue seniority for the purposes of overtime.



### **ARTICLE 23: Notification to the Union**

A. The BOARD will notify the UNION in writing of any promotion, demotion, transfers, layoff, termination and of newly hired employees.

B. The BOARD will provide the UNION with an updated list of covered employees showing names, address, classification, rates of pay, date of hire, date of entry in classification and Social Security number each six (6) month period commencing with the effective date of this Agreement.

C. All written notification shall be made to:

Secretary-Treasurer  
Teamsters Local Union No. 469  
3400 Hwy. 35  
Suite #7  
Hazlet, New Jersey 07730  
(with copies to Shop Stewards)

### **ARTICLE 24: Promotions, Demotions and Transfers**

A. It is the intention of the BOARD to fill job vacancies from within the bargaining unit before hiring new employees, providing qualified employees are available.

B. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

C. Promotional openings shall be posted for a period of ten (10) work days and bids shall be submitted to the BOARD by the date stated in the posting. Such postings shall include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting time shall be considered for the job.

D. An employee who is promoted permanently to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

E. The BOARD will notify the Union when an employee is given a temporary assignment.

### **ARTICLE 25: Layoff and Recall**

A. The BOARD may reduce the working force by lay-off for economic reasons or permanent lack of work.

B. Permanent part-time employees shall be laid-off before permanent full-time employees in the same category or classification. This procedure does not apply to non-permanent employees.

C. In such event employees may be laid off in the order of least seniority. Employees in a higher classification shall have the right to replace the most junior employee in the next lower classification if they are qualified and can immediately perform that work, provided they have greater total employment service in the bargaining unit.

D. Notice of such layoffs shall be given at least forty-five (45) days before the scheduled layoff.

E. Any employee laid off shall be placed on the recall list of the employee's job classification for a period equal to the employee's Library seniority but no event more than one (1) year.

F. The BOARD, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the BOARD hire from the open market while employees on the recall list capable of performing the duties of the vacant position are ready, willing and able to be reemployed.

G. Any notice of reemployment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

#### **ARTICLE 26: Discharge and Discipline**

A. The BOARD shall not discharge, discipline or suspend any employee without just cause.

B. Before any employee is disciplined, suspended or discharged there shall be a conference held between the UNION and the BOARD whenever it is possible to do so.

C. Disciplinary action will be in accordance with New Jersey Department of Personnel Regulations.

#### **ARTICLE 27: Separation of Employment**

Upon discharge, the BOARD shall pay all money including vacation pay due to the employee.

Upon voluntary termination of employment, the BOARD shall pay all money and benefits due to the employee, including vacation pay, on the pay day of the week following such termination, provided the employee has notified the BOARD in writing fourteen (14) calendar days in advance.

#### **ARTICLE 28: Picket Lines**

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any picket line.

#### **ARTICLE 29: Safety and Protective Clothing**

A. The BOARD shall establish, promote, and enforce Safety Programs to safeguard the Health,

Life and Limb of its employees and to properly maintain its equipment in such manner which will insure safe operation.

B. Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be a cause for discipline.

C. Full-time Building Maintenance Workers only shall be issued three (3) sets of work clothing (shirts and trousers), which will be replaced on a fair wear and tear basis determined by the Maintenance Supervisor.

D. Employees required to operate mimeograph machines or other types of equipment that in the opinion of the BOARD could soil or cause damage to clothing, will be provided with smocks or protective clothing while operating such equipment.

E. Employees shall wear BOARD issued work or protective clothing during work hours, unless specifically excused by the BOARD.

F. Building Maintenance Workers shall be required to purchase and wear standard safety shoes acceptable to the BOARD. Upon presentation to the Maintenance Supervisor of a sales slip marked "Paid", signed and dated by the sales person from the place of purchase, the BOARD shall reimburse the employee. The amount of reimbursement shall be equal to the total cost of the shoes and other clothing up to a maximum of two hundred fifty dollars (\$250.00). Unless newly employed, an employee shall be required to submit her or his worn shoes to the Maintenance Supervisor for replacement and reimbursement approval. Employees shall be entitled to replacement of safety shoes no more than once per year.

G. Building Maintenance Workers shall receive one pair each of rubber boots and rain gear, which shall be replaced when worn or damaged.

### **ARTICLE 30: Grievance and Arbitration Procedure**

A. A grievance within the meaning of this Agreement shall be a difference of opinion, controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of the within Agreement.

B. In the event such difference, controversy or dispute should occur between the BOARD and an employee, said employee and/or the UNION must file a grievance in writing with the BOARD within five (5) working days of its occurrence or it shall be considered waived. Grievances involving payment of wages must be filled in writing within twelve (12) working days or be considered waived. Properly filled, a grievance takes the following procedure:

#### **STEP 1**

Within three (3) days of the receipt of a grievance by the BOARD, the aggrieved employee, a representative of

the UNION upon the request of the aggrieved employee only, and the aggrieved employee's immediate Supervisor shall meet in an attempt to resolve such grievance. If the grievance is not resolved satisfactorily, within three (3) working days of the meeting, the UNION may notify the BOARD in writing of its desire to pursue said grievance through Step 2.

If the Library Director or Board designee has represented the Board at this step, the grievance shall proceed to Step 3 except that the Board shall inform the Union of its decision within ten (10) working days of the meeting.

## **STEP 2**

Within ten (10) days of the UNION's notification of the unsatisfactory resolution of a grievance in Step 1, the Library Director or Board designee, the aggrieved employee's immediate Supervisor, the aggrieved employee, and a maximum of two (2) representatives of the UNION shall meet to resolve such grievance.

The Library Director shall within ten (10) working days of such meeting advise the UNION in writing of his/her decision.

If the Library Director's decision is not mutually satisfactory, the UNION may within a maximum of ten (10) working days thereafter notify the BOARD of its desire to pursue said grievance through Step 3.

## **STEP 3**

Within twenty (20) calendar days of the UNION's notification of the unsatisfactory resolution of a grievance in Step 2, member (s) of the Library Board of Trustees, the Library Director, the Board's Labor Relations Representative, the aggrieved employee and a maximum of three (3) representatives of the UNION shall meet to resolve such grievance.

The members of the Board of Library Trustees shall within ten (10) calendar days of such meeting advise the UNION in writing of its decision.

C. If the BOARD's decision to Step 3 is not mutually satisfactory, the UNION, within twenty one (21) calendar days, may petition the New Jersey Public Employee's Commission (PERC) for arbitration for the grievance.

D. The decision of the PERC appointed arbitrator shall be final and binding upon the parties hereto.

E. The PERC appointed arbitrator shall be limited to the interpretation and/or the application of the within Agreement and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

F. The arbitrator's fee and expenses shall be borne equally by the parties.

G. If an aggrieved employee appeals a grievance to the N.J. State Department of Personnel, all rights to adjust said grievance through the foregoing grievance procedure shall automatically be forfeited.

#### **ARTICLE 31: Shop Steward**

A. The BOARD recognizes the right of the UNION to designate shop stewards and alternates.

B. The authority of shop stewards and alternates so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances.

2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officer.

C. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the BOARD's business.

D. Shop Stewards and alternates shall be permitted to investigate, present and process grievances without loss of time or pay.

Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours in computing daily and/or weekly overtime. A shop steward shall not leave his job assignment without permission from a supervisor.

E. The BOARD will be advised in writing of the names of the stewards and alternates who have been authorized to act on behalf of the UNION.

### **ARTICLE 32: Visiting Rights**

Providing proper advance notice is given to the BOARD or its authorized agent, a representative or representatives of the UNION shall have access during working hours to all facilities, buildings, ground and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

### **ARTICLE 33: Bulletin Boards**

The BOARD agrees to provide a suitable space on the bulletin board for use by the UNION to post official notices relating to meetings and other Union affairs.

### **ARTICLE 34: Non-Discrimination**

Neither the BOARD nor the UNION will discriminate against any employee or those seeking employment because of race, creed, age, color, sex, or national origin, nor because of membership or non-membership in any church, society, or fraternity.

### **ARTICLE 35: Management Rights**

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Linden Library and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the board.
2. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.
3. To hire all employees, to promote, transfer, assign or retain employees in position within the Library.
4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.
5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the board, the adoption of policies, rules, regulations and practices in furtherance thereof and, the use of judgment and discretion in connection therewith shall be limited only by the specific and express

terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and rules & Regulations of the Board.

C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties or responsibilities under N.J. State Statute or any other national, state, county or local laws or ordinances.

#### **ARTICLE 36: Compensation Claims**

A. The BOARD agrees to cooperate toward and promote settlement of employee-on-the-job injury claims when such claims are due and owing as required by law. The BOARD shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment. Any such injury must be reported by the employee within twenty-four (24) hours of the time it occurs.

B. In the event that an employee is injured on the job the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to these regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regular scheduled working hours shall receive his regular hourly rate of pay.

C. In the event an employee receives Worker's Compensation temporary disability benefits, the BOARD shall pay the difference between the amount of such benefits and the amount of the employee's regular weekly base pay entitlement for a period not to exceed one (1) month within one (1) calendar year.

D. An employee absent because of work incurred injury or illness may be directed to return to work by a BOARD appointed physician.

E. Sick leave shall not be affected when an employee receives Worker's Compensation.

#### **ARTICLE 37: Separability**

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect

#### **ARTICLE 38: Maintenance of Standards**

The BOARD agrees that all conditions of employment relating to wages, hours of work, overtime

differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors by the BOARD or the UNION in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from date of error.

This provision does not give the BOARD the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

#### **ARTICLE 39: Fully Bargained Provisions**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither Party will be required to negotiate with respect to any such matter.

#### **ARTICLE 40: Miscellaneous**

A. Deductions in lieu of Union dues from salaries of non-union employees scheduled to work an average of less than twenty (20) hours per week, shall not exceed forty per cent (40%) of established Union dues. Such dues shall be deducted and transmitted to the UNION in accordance with Article 7, Paragraph A hereof.

B. In the event working employees are sent home with pay as a result of an emergency closing of Library facilities, the equivalent closing time period shall not be compensated in either time or money to employees not scheduled to work that day for any reason whatsoever.

#### **ARTICLE 41 - Wages**

A. Wages for employees hired before January 1, 1995 will be paid based on the following Salary Schedule which represents a 0% increase for the years 2009 and 2010, and a 3.95% increase for the years 2011, 2012, and 2013.

##### **JOB CLASSIFICATION**

	<u>1/1/2009</u>	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>
Building Maint. Worker	21.75-26.70	21.75-26.70	22.61-27.75	23.50-28.85	24.43-29.99
Sr. Library Assistant	20.85-25.78	20.85-25.78	21.67-26.80	22.53-27.86	23.42-28.96
Sr. Lib. Asst/Typing	20.85-25.78	20.85-25.78	21.67-26.80	22.53-27.86	23.42-28.96
Library Asst/Typing	16.24-21.17	16.24-21.17	16.88-22.01	17.55-22.88	18.24-23.78
Agency Aide	14.11-21.22	14.11-21.22	14.67-22.06	15.25-22.93	15.85-23.84
Lib. Clk Driver/Typ.	20.85-25.78	20.85-25.78	21.67-26.80	22.53-27.86	23.42-28.96
Lib. Exhibit Artist	18.81-23.29	18.81-23.29	19.55-24.21	20.32-25.17	21.12-26.16

B. If the employee's anniversary date to an assigned classification occurs between January 1 and June 30, the employee will be eligible to receive a \$0.22 cents per hour increment on January 1 of the following year, and on January 1 of each year thereafter, not to exceed the maximum rate of pay of



the classification. Salary increments for those eligible employees will be paid for calendar years 2009 and 2010 only.

C. If the employee's anniversary date to an assigned classification occurs between July 1 and December 31, the employee will be eligible to receive a \$0.22 cents per hour increment on July 1 of the following year and on July 1 of each year thereafter not to exceed the maximum rate of pay of the classification. Salary increments for those eligible employees will be paid for calendar years 2009 and 2010 only.

D. All salary increments will be paid in addition to any wage adjustments made to a classification during that particular calendar year.

E. Wages for employees hired on or after January 1, 1995 will be paid based on the following Salary Schedule which represents a 0% increase for the years 2009 and 2010, and a 3.95% increase for the years 2011, 2012, and 2013.

<u>GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>YEAR</u>	<u>1<sup>ST</sup></u>	<u>2<sup>ND</sup></u>	<u>3<sup>RD</sup></u>
1	Library Assistant/Typing	2009	13.58	14.30	15.01
		2010	13.58	14.30	15.01
		2011	14.12	14.86	15.60
		2012	14.68	15.45	16.21
		2013	15.26	16.06	16.85
	Tier II Employees:	2009	15.71		
		2010	15.71		
		2011	16.33		
		2012	16.98		
		2013	17.65		
2	Sr. Library Assistant/Typing	2009	14.38	15.82	17.26
		2010	14.38	15.82	17.26
		2011	14.95	16.44	17.94
		2012	15.54	17.09	18.65
		2013	16.15	17.77	19.39
	Building Maintenance Worker	2009	14.38	15.82	17.26
		2010	14.38	15.82	17.26
		2011	14.95	16.44	17.94
		2012	15.54	17.09	18.65
		2013	16.15	17.77	19.39

F. Individuals hired on or after January 1, 1995 receive a percentage raise only after they have attained their maximum in title and move to the next step on the salary guide on their anniversary date of the assigned classification.

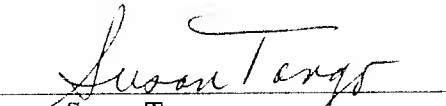
**ARTICLE 42: Terms of Agreement**

This agreement shall be effective January 1, 2009 to December 31, 2013 inclusive, and thereafter until terminated or amended by either party giving the other party sixty (60) days prior notice of its intent to terminate or amend.

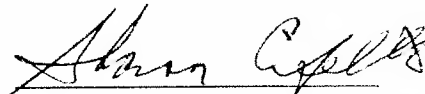
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

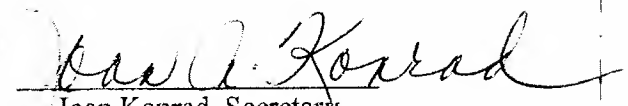
**Local 469, AN AFFILIATE OF THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

BY:   
Frederick Potter

BY:   
Susan Tango

**LINDEN LIBRARY BOARD  
OF TRUSTEES  
CITY OF LINDEN, NEW JERSEY**

BY:   
Sharon Cifello, President

BY:   
Joan Konrad, Secretary